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NOTES OF CASES.

Army and Navy—Party in Custody When Ordered to Report for Service.—In *Ex parte Calloway*, in the United States District Court, M. D. Alabama, N. D. (November, 1917, 246 Fed. 263), it appeared that petitioner, who duly registered as required by National Conscription Act May 18, 1917 (chap. 15), was drawn for military service, duly examined and accepted. On October 23, 1917, petitioner was directed by the local board of the draft body having custody of his registration papers to report to the office of the board on October 29 for transportation to one of the mobilization camps of the National Army. Petitioner failed to report, being in custody under an indictment found October 18, 1917, charging him with burglary and petit larceny. November 2 he pleaded guilty to the offense of petit larceny, an offense involving moral turpitude, and was fined, being committed to work out the fine and costs. A few hours thereafter petitioner made application for writ of habeas corpus, alleging that he was illegally restrained of his liberty by the state authorities and praying that he be delivered into the custody of the local board for military service. It was held, in view of the rulings of the provost marshal general, petitioner having been convicted of an offense involving moral turpitude and having been taken into custody by the state authorities before he was required to report to the local board and before he became a soldier, he is not entitled to be discharged from the custody of the state authorities, though liable for military service at the expiration of his imprisonment.

Contracts—Validity—Enforcement of Unilateral Agreements.—In *T. W. Jenkins & Co. v. Anaheim Sugar Co.* (D. C.), 237 Fed. 278, it appeared that plaintiff, a wholesale grocer, agreed to buy all the sugar that it would require during the month of August from defendant at a fixed price. Ordinarily plaintiff required for its trade about 4,800 bags of sugar. Sugar greatly increased in price, and defendant declined to furnish the sugar desired by plaintiff. It was held that the contract was invalid for want of mutuality, as, notwithstanding the rule that a detriment to the promisee will operate as a consideration, the agreement by plaintiff to purchase only from defendant was no consideration, because plaintiff's business was such that it would not desire or require sugar unless it could be resold at an advance, and therefore plaintiff could not be required to purchase any sugar so long as it refrained from purchasing from others than defendant; this being true, despite the validity of contracts to furnish necessary commodities for an established business which regularly requires a more or less definite quantity of such commodities. The court said in part: "The exact position of the parties and the consequent invalidity of the contract relied upon is portrayed with such clearness and cogency in the decision of the Circuit Court of